

INVITATION FOR SEALED BIDS

IFB NO. 04.17.2015.413

TO PROVIDE: PROFESSIONAL MOBILE ULTRASOUND SERVICES

ISSUE DATE: 3/6/2015

CLOSING LOCATION

Mississippi State Hospital - Building 93
3550 Hwy 468 West/P.O. Box 1
Whitfield, MS 39193

BID COORDINATOR

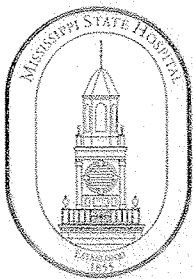
H.L. Lockhart/Purchasing Chief
Telephone: (601) 351-8056 Fax:
(601) 351-8034
E-Mail: Lockhhl@msh.state.ms.us

TECHNICAL CONTACT

Lee Varner (601) 351-8275
E-Mail: varneru@msh.state.ms.us

CLOSING DATE AND TIME

Bids must be received by 3:00 P.M. (CST) on 4/17/2015



MISSISSIPPI STATE HOSPITAL

P.O. BOX 157-A, WHITFIELD, MS 39193

(601) 351-8000

WWW.MSH.STATE.MS.US

James G. Chastain, FACHL
Director

MISSISSIPPI STATE HOSPITAL
3550 HWY 468 WEST/P.O. BOX 1
WHITFIELD, MS 39193
March 6, 2015

1.0 GENERAL INFORMATION

- 1.1 In accordance with the rules and regulations of the Mississippi Personal Service Contract Review Board (MPSCRB), Mississippi State Hospital (MSH) will receive written sealed bids for the professional mobile Ultrasound Imaging services described in the following specifications. The bids will be to provide professional mobile Ultrasound Imaging services for the Mississippi State Hospital (MSH) main campus located in Whitfield, MS.
- 1.2 Written and sealed bids must be received not later than 3:00 P.M. (Central Time) on **April 17, 2015**. Bids will be opened in building 93, the Central Warehouse. Any proposal received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late. No late bid, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action of state personnel directly serving Mississippi State Hospital.
- 1.3 The Invitation For Bid (IFB) coordinator is as listed below and any questions concerning the IFB document or the IFB process should be submitted to him in writing:

H.L. Lockhart Purchasing Chief
3550 Hwy 468 West/P.O. Box 1
Whitfield, MS 39193
(601) 351-8056/Phone
(601) 351-8034/Fax
E-Mail: lockhhl@msh.state.ms.us
- 1.4 On site visits may be requested by interested bidders. All interested parties shall contact the IFB coordinator to obtain contact information for scheduling on site visits at MSH on Monday through Friday from 8:00a.m. to 5:00 p.m.. The purpose of an onsite visits is to allow potential bidders an opportunity to view agency operations and property plant and equipment. Bidders should submit any initial questions along with **Exhibit - A** by 5:00 pm, **April 1, 2015**.
- 1.5 The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect

thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

- 1.6 The contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>
- 1.7 The term of the awarded contract shall be for a period of four (4) years with the option to renew for one (1) additional year for a total of five (5) years, for the services as specified in the Invitation For Bid. The estimated start date for this contract shall be **June 30, 2015** and the final end date is projected to be **June 30, 2019** with the option to renew for one additional year.
- 1.8 It is our intent to procure professional mobile ultrasound services for the types and quantities listed in this Invitation For Bid, however, quantities may be increased or decreased accordingly if the needs of MSH require such a change. Contractor shall understand that the contract shall be a requirements contract, as defined by the MPSCRB regulations at paragraph 3-501.05.3. MSH quantity requirements shall be considered indefinite, no specific quantity of services are guaranteed. Service quantities shall be ordered, by MSH, as needed during the contract period.
- 1.9 Failure to examine any drawings, specifications, and instructions will be at bidder's risk. It shall be incumbent upon the bidder to understand the specifications. Any requests for clarification shall be in writing and shall be submitted to the IFB Coordinator no later than **April 10, 2015 at 5:00P.M.**
- 1.10 If any questions or responses require revision to the solicitation as originally published, such revisions shall be by formal written amendment only. If the solicitation includes a contact person for technical information, bidders are cautioned that any oral or written representation made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the IFB Coordinator. For determination as to whether any representation made requires that an amendment be issued, contact the IFB Coordinator.
- 1.11 No bid amendment shall be issued within a period of five (5) working days prior to the time and date set for a bid opening. Should it become necessary to issue an amendment within five days of a bid opening, the bid opening date will be reset giving bidders sufficient time to answer the amendment.
- 1.12 It is the intent of the specifications to obtain a service that will adequately meet the needs of MSH while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective bidder to notify MSH if the specifications, terms or conditions are formulated in a manner that would unnecessarily restrict competition. Any protest or question concerning the request for proposal or proposal procedures must be received in the IFB Coordinator's office not less than ten (10) working days prior to the time and date set for proposal opening.
- 1.13 The minimum specifications are used to set a standard and in no case are used with the intention to discriminate against any prospective bidder. Bidders should submit detailed descriptions, literature and support data for the services they propose to furnish.

- 1.14 Only one bid, per line item, per bidder. This means that only a single bid will be accepted from each bidder for each line item requested. Alternate bids unless specifically requested will not be considered.
- 1.15 Bidder shall quote all prices as fixed and firm pricing. Bidder will be allowed to increase pricing annually on the contract anniversary date based on the percentage change in the Consumer Price Index for all Urban Consumers as published by the Bureau of Labor Statistics showing February data for that same year, not to exceed 3%. Bidder shall use **Exhibit - B** to submit pricing.
- 1.16 No bid shall be altered or amended after the final specified time for opening bids. Invitation For Bids and modifications or corrections thereof received after the final closing time and date shall not be considered.
- 1.17 If contract has to be canceled because of the awarded vendor's failure to perform or request for an unspecified price increase, that vendor shall be removed from our bidder's list for a period of no less than twenty four (24) months or the maximum time allowed by Mississippi Service Contract Review Board regulations, whichever is greater.
- 1.18 The bidder understands that MSH is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Bidder agrees during the term of the agreement that the Bidder will strictly adhere to this policy in its employment practices and provision of services. Bidder shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
- 1.19 It is expressly understood and agreed that the obligation of MSH to proceed under any eventual agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MSH, MSH shall have the right upon ten (10) days written notice to the contractor, to terminate this agreement without damage, penalty, cost or expenses to MSH of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 1.20 The MSH Director or designated Procurement Officer, may, by written order to the contractor at any time, and without notice to any surety, require the Vendor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Vendor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Vendor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs

allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the MSH Director or Procurement Officer shall either:

- A. Order to Stop Work.
 - (1.) cancel the stop work order; or
 - (2.) terminate the work covered by such order as provided in the 'Termination for Default Clause' (paragraph 13) or the 'Termination for Convenience Clause' (paragraph 12) of this contract.
- B. Cancellation or Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Vendor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Vendor price, or both, and the contract shall be modified in writing accordingly, if:
 - (1) the stop work order results in an increase in the time required for, or in the Vendor's cost properly allocable to, the performance of any part of this contract; and
 - (2) the Vendor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the MSH Director or Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- C. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- D. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause (paragraph 28) of this contract

- 1.21 Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MSH agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305 (1972, as amended).
- 1.22 MSH reserves the right to reject any and all bids in whole or in part and unless otherwise specified by the bidders, to award services, parts of services or by any group of services on the bid. Also the right is reserved to waive minor informalities. If the bidder fails to state the time within which bid must be accepted, it is understood and agreed that the Mississippi State Hospital shall have sixty (60) days to accept
- 1.23 It is the intent of MSH to procure only services that meet the minimum standards stated herein. Alternates, if specified, will be considered only if deviations to those standards are fully substantiated and submitted by potentially responsive sources denoting their equality to standards proposed, along with adequate documentation; including specifications, and process details along with proposal for evaluation and approval.

- 1.24 All services must equal or exceed specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality services, materials and workmanship are to be used. All equipment proposed shall be of current production and of the latest design and construction.
- 1.25 Bid openings will be conducted open to the public. However, they will serve only to open the bids. No discussion will be entered into with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied at the bid opening. All bidders are invited and encouraged to attend the bid opening meeting to review the submitted bids. After the close of the bid opening meeting, the bids will be considered to be in the evaluation process and will not be available for review by bidders. Bid files may be examined, during normal working hours, by bid participants after evaluations are complete. Non-participants will be prohibited from obtaining any information relative to the bid until the official award has been made.
- 1.26 MSH shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project services covered by the agreement resulting from this IFB, except for the bidder's internal administrative and quality assurance files and internal project correspondence. The bidder shall deliver such documents and work papers to MSH upon termination or completion of agreement. The foregoing notwithstanding, the bidder shall be entitled to retain a set of such work papers for its files. Bidder shall be entitled to use such work papers only after receiving written permission from MSH and subject to any copyright protections.
- 1.27 The successful vendor will ensure that any written material provided by the vendor in response to any eventual agreement shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved by the designated MSH Project Officer, and shall be submitted in a draft form for advance review and comment by the project officer. The cost of correcting grammatical errors or other revisions required to bring written materials into compliance with the agreement requirements shall be borne by the successful vendor. MSH may waive these requirements if it is determined to be in the best interest of MSH.
- 1.28 The successful vendor will, upon termination of agreement, on the date agreed upon by both parties, disconnect, disassemble, crate, insure and ship all vendor owned equipment, covered by any eventual agreement, to a destination designated by the owner at no cost to MSH.
- 1.29 MSH accepts no responsibility for any expenses incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.
- 1.30 The bidder shall mark any and all pages of the proposal considered to be proprietary information. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Request to review the proprietary information will be

handled in accordance with applicable legal procedures. Section 25-61-9 and 79-23-1 of the Mississippi Code shall be used in determining proper procedures for this paragraph.

- 1.31 The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.
- 1.32 Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by MSH upon which the bidder will rely. If the bidder receives an award as a result of its submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.
- 1.33 Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid or prior to submitting the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgement must be received by MSH by the time, date and at the place specified for receipt of bids.
- 1.34 Bidders taking exception to any part or section of the solicitation shall indicate such exceptions in their bid. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.
- 1.35 If applicable, bidder represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 *et seq.* (1972, as amended). The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Bidder agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Bidder agrees to provide a copy of each verification. Bidder further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject the Bidder to the following: (a) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public; (b) the loss of any license, permit, certification or other document granted to Bidder by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or, (c) both. In the event of such termination/cancellation, Bidder would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit to do business in the State.

- 1.36 This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.*, (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss Code Ann. §§27-104-151 *et seq.* (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Bidder as trade secrets, or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
- 1.37 Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State may, at its sole discretion, require the Contractor to submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency. Please see **Exhibit- C** for applicable rules and the signature page which must be signed and returned with your bid.
- 1.38 The eventual contract awarded as a result of this IFB must be approved by the State Board of Mental Health.
- 1.39 Bidders shall be registered with the Mississippi Secretary of State's Office as a Business Provider in good standing to provide services in the State of Mississippi.
- 1.40 In accordance with MPSCRB regulation 7-112 Bidders may request, in writing, a post-award debriefing. The request for the debriefing must be received by MSH within three (3) business days of notification of the contract award. Bidders, minimally, shall receive information as specified in MPSCRB regulation 7-112.03, during scheduled debriefings.
- 1.41 Bidders must register as a vendor with Mississippi's Accountability System for Government Information and Collaboration (MAGIC) prior to submission of a bid.
- 1.42 The total contract shall consist of this Invitation For Bid, the proposed bid offer submitted by the successful vendor and the MSH standard service agreement shown as **Exhibit- D**. No other documents shall be a part of the formal contractual agreement. This contract shall take priority over any other agreements that be signed separately in conjunction with this Invitation For Bid.
- 1.43 Bidders shall not change or alter this bid invitation in any way. Award will be based on acceptance of this invitation in its entirety and vendor shall respond solely utilizing this document as required.

- 1.44 Award will be made to the lowest and best bid by group of items based on the procedures listed in lines #1 through #9 of the pricing form. Factors to be considered in the determining the best bid include: (1) Total cost per group of the items specified (2) Conformity to specifications (3) Responsibility of bidder (4) Responsiveness of bidder.
- 1.45 Bidders must, upon request of MSH, furnish satisfactory evidence of their ability to furnish the services in accordance with the terms and conditions of these specifications. MSH reserves the right to make the final determination as to the bidder's ability.
- 1.46 Bidders shall understand that MSH is exempt from federal excise taxes and state and local sales or use taxes and bidders must quote prices which do not include such taxes. Evidence of exemption will be furnished upon request. Contractors are liable for any applicable use tax on tangible personal property furnished to them by MSH for use in connection with their contract. Contractor shall also be liable for all personal property taxes that become due as a result of this contract.
- 1.47 Bidders shall provide a minimum of three (3) references as a part of their bid in **Exhibit-E**. References shall be verifiable at the time of the bid opening and within fifteen (15) working days thereafter. The references shall be for the same or similar services as those specified in this Invitation For Bid completed within the most recent 36 months prior to the bid opening date. Reference information must include: Contact name, company name, telephone number, and date services were last provided.
- 1.48 Contractor shall furnish, within seven (7) working days after receiving notice of MSH intent to award contract, a certificate of insurance indicating the following minimum coverage and limits of insurance: comprehensive general liability insurance in an amount of \$1,000,000.00 inclusive per occurrence insuring against bodily injury, personal injury and property damage. Contractor shall also provide workers compensation insurance, in an amount not less than the statutory minimum, on behalf of its employees and agents as required and if required by any/all applicable laws. Contractor shall agree to hold harmless and indemnify MSH for any and all claims arising out of injury, disability, or death of any of the contractor's employees or agents. The contractor shall provide a certificate of insurance which is endorsed to provide MSH with 30 days advance notice of cancellation or material change. The insurance certificate shall be completed, certified by the original signature of an insurance company authorized to do business in Mississippi and showing MSH as certificate holder.
- 1.49 Bids must be submitted signed and sealed with the bidder's name and address on the outside of the envelope and the time of bid opening (3:00 P.M.), date of bid opening (**April 17, 2015**), and the bid file number (**MSH 04.17.2015.413**) on the outside lower left corner of the envelope. Bid prices must be submitted on the bid form provided in this Invitation For Bid.
- 1.50 Any protest by a responsive bidder must be timely and in conformance with MPSCRB regulations. The protest period for responsive bidders shall begin on the day following issuance of the intent to award notice and will end seven (7) days thereafter at 5:00 P.M.. Protests must be written and must include name, address of protestor and the IFB number.

It must also include a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from MSH. The protest must be delivered to the IFB coordinator. Protest received after the deadline will not be accepted.

- 1.51 Certifications/Assurances form- **Exhibit F** and Bid Acknowledge/Authorization **-Exhibit G** must be signed and returned with bid.

2.0 PURPOSE

MSH seeks to contract with one vendor to provide professional mobile Ultrasound Imaging services to all listed departments and divisions. Services sought must meet all applicable regulations and standards and laws to include the Mississippi Department of Health (MDH) where applicable. MSH intends to select a provider who has the proven experience and expertise to perform the services described in this IFB and shows the potential to be able to duplicate a high level of performance, within our allocated budget, for all required services.

3.0 BACKGROUND

The Mississippi State Hospital is a large psychiatric hospital and is the largest facility operated by the Mississippi State Department of Mental Health. It is located about fifteen miles southeast of Jackson, MS (Capitol) and directly south of the Jackson International Airport on county road 468. MSH was completed in 1935. The hospital complex was built on the cottage plan and occupies 350 acres. It includes over 130 buildings including residences. Patients are housed in approximately 32 buildings on the MSH campus. MSH is licensed for 1373 beds. The hospital average daily is slightly over 750 patients. All divisions are accredited by the Joint Commission. The operational divisions of MSH are acute care, nursing home, child & adolescent psychiatric, and adult psychiatric.

4.0 SCOPE OF SERVICES

The mission of the successful contractor shall be to provide comprehensive professional mobile Ultrasound Imaging services to MSH patients and/or any Department of Mental Health sister facilities during admission to MSH in accordance with accepted professional standards and practices. The approximate number of mobile Ultrasound Imaging procedures is shown on Exhibit – B for the most frequently requested procedures.

5.0 DEFINITIONS

- 5.1 IFB- Means Invitation For Bid.
- 5.2 Vendor/Contractor/Bidder – Means mobile ultrasound services provider, authorized individual, representative or company responding to the Invitation For Bid or intending to respond to the Invitation For Bid.

- 5.3 MSH/HOSPITAL - Means Mississippi State Hospital.
- 5.4 MDH – Means the Mississippi Department of Health
- 5.5 MPSCRB - Means The Mississippi Personal Services Contract Review Board

6.0 SERVICE REQUIREMENTS

CONTRACTOR:

- 6.1 The Contractor shall provide all needed equipment to perform required ultrasound imaging examination services for the assessment and diagnosis of various medical conditions.
- 6.2 The Contractor shall provide a Sonographer who shall be registered or registry eligible and who shall be subject to approval by MSH's Radiologist(s) and Administration.
- 6.3 Contractor shall provide ultrasound imaging services at least one time per week as patient needs dictate.
- 6.4 Contactor shall acquire and keep current all licenses, certifications and permits as applicable to the services to be performed under this contract and as required by federal, state, and local laws or regulations.
- 6.5 Contractor shall Indemnify Hospital from and against any and all liability arising from the action(s) of Contractor and its personnel.
- 6.6 Contractor shall not hire Hospital's current employees during the contract period and for up to one year after contract has expired.
- 6.7 Contractor shall provide for Cardiologist interpretation as needed and selected Cardiologist shall cover his/her professional liability.
- 6.8 Contractor shall include fee for Cardiologist consultation/interpretation in echocardiogram base fee.
- 6.9 Contractor shall submit a monthly itemized invoice for services performed which shall be paid by the Hospital.
- 6.10 Contractor shall provide their Medicaid number, NPI number, and apply for and renew as needed an MSH provider Medicare number.
- 6.11 Contractor shall submit a claim for payment, to Hospital, for non-insured patients.

HOSPITAL:

- 6.12 The Hospital shall provide professional interpretations of radiological, obstetrical, gynecological, urological and vascular sonographic studies performed by Contractor.

- 6.13 The Hospital shall provide film or DVD for all studies performed and maintain film storage and reports on all procedures performed by Contractor.
- 6.14 The Hospital shall provide an examination room with proper ventilation to prevent overheating of Contractor's ultrasound equipment. Hospital shall ensure that examination room has clean linen, towels, gloves and other basic supplies as needed for patient's care.
- 6.15 The Hospital shall prepare patient for ultrasound examination to include transportation of patient to and from examination room.
- 6.16 The Hospital shall not hire Contractor's current employees during contract period and for up to one year after contract has expired.
- 6.17 Hospital shall bill any services, not covered in the service requirements section of this document, directly to Medicaid/Medicare of Third Party Payer. Billed amounts shall not exceed the Medicare/Medicaid reimbursement rate for Contractor's services, if patient qualifies. At no other time will MSH patients be billed directly for any other fees.

7.0 **Reporting Requirements.** Contractor shall provide a written summary of the patient's ultrasound care as requested by MSH.

8.0 **Place Of Performance.** Contractor shall provide services on-site at Hospital in a location provided by Hospital and Contractor's place of business operations shall be within a 90 mile radius of MSH.

9.0 **Period Of Performance.** Contractor shall be required to perform the required services from approximately June 30, 2015 to June 30, 2019 with the option to renew services one additional year.

10.0 Schedule

10.1 Ad appears in newspaper- 3/13/2015 and 3/20/2015

10.2 Receipt Confirmation form and initial questions due by- 4/1/2015

10.3 Deadline for final questions- 4/10/2015

10.4 Bids due- 4/17/2015

10.5 Bidders notified of intent to award- 4/22/2015

10.6 Deadline for protest to award – 5/1/2015

10.7 Contract projected start date – 6/30/2015



H.L. Lockhart
Purchasing Chief

EXHIBIT - A
RECEIPT CONFIRMATION FORM
MISSISSIPPI STATE HOSPITAL
IFB No. 04.17.2015.413

In acknowledgement of receipt of this Invitation For Bid (IFB) the undersigned agrees that he/she has received a complete copy, beginning with cover page, and ending with Attachment - G. This receipt form should be returned, along with any initial questions you may have, to the IFB Coordinator no later than **5:00 P.M. April 1, 2015**. Only potential bidders who elect to return this form completed with the intention of submitting a bid will receive additional information about this IFB, to include copies of all bidder questions and MSH written responses to those questions as well as IFB amendments.

Company: _____

Street Address: _____

_____ State: _____ Zip Code: _____

E-Mail: _____ Fax No.: _____

Phone .. _____ Voice _____

Signature: _____ Date: _____

The above name and address will be used for all correspondence related to the IFB.

Company does _____ does not _____ intend to respond to this IFB.

H.L. Lockhart (IFB Coordinator)
Mississippi State Hospital
3550 Hwy 468 West/P.O. Box 1
Whitfield, MS 39193
(601) 351-8056/Phone
(601) 351-8034/Fax
Lockhhl@msh.state.ms.us

**EXHIBIT B
BID PRICING FORM**

1. Echocardiogram Complete \$ _____ Each (34/Year)
2. Renal Bilateral Sonogram \$ _____ Each (36/Year)
3. Testicular/Scrotum Sonogram \$ _____ Each (20/Year)
4. Pelvis Sonogram \$ _____ Each (10/Year)
5. Venous Doppler Bilateral \$ _____ Each (8/Year)
6. Venous Doppler Unilateral \$ _____ Each (8/Year)
7. Thyroid Sonogram \$ _____ Each (10/Year)
8. Abdomen Sonogram \$ _____ Each (6/Year)
9. Bladder Sonogram \$ _____ Each (6/Year)

Note: Yearly usage are estimates based on historical usage and are subject to change.

Contractor shall submit a price list for all common ultrasound procedures and prices shall also be fixed and firm for the entire contract period. Allowance for price increase during the contract will be as stated in paragraph 1.15 above. Price list submitted
_____ Yes _____ No

I certify that I am authorized to enter into a binding contract, if this bid is accepted.

Name of Company _____ Telephone _____

Address _____

City/State/Zip _____

Authorized Binding Signature _____

Title _____

We submit the above prices and agree to initiate services within _____ days from receipt of notice to proceed. Unless notified to the contrary, this offer is good for a minimum of 60 days from the date of the bid opening. In submitting the above, it is expressly agreed that, upon proper acceptance of any or all services by the MSH, a contract shall hereby be created only after a written executed contract agreement is mailed or otherwise furnished to the successful Bidder within the time of acceptance specified above without further action by either party. The contract shall not be assignable by the Bidder in whole or in part without the written consent of MSH.

EXHIBIT-C

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION ADMINISTRATIVE RULE FOR MANDATORY ELECTRONIC PAYMENT OF VENDORS

Vendor Name ("Vendor"): _____

Vendor has received a copy of the "Mississippi Department of Finance and Administration
Administrative Rule on Mandatory Electronic Payment of Vendors."

Vendor understands that MSH is an agency of the State of Mississippi, and as such, its payments
are processed by the Mississippi Department of Finance and Administration ("DFA").

Vendor agrees to one of the following:

- a) Within 60 days, enroll in the State of Mississippi E-Payment vehicle, currently
Paymode™, for the receipt of payment from the State of Mississippi.
- b) Obtain an exemption from DFA before providing any good or services which may be
billable to MSH.

Vendor understands that payment will not be received from the MSH until enrollment in
Paymode™ is complete, or an exemption is granted by DFA.

Signature

Printed Name

Title

Date

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION
ADMINISTRATIVE RULE
MANDATORY ELECTRONIC PAYMENT OF VENDORS

I. General Purpose.

- A. The Mississippi Department of Finance and Administration (DFA) serves as the primary executive branch agency for fiscal management. Under §7-7-41, the State Fiscal Officer has the authority to prescribe rules and regulations concerning the issuance of warrants and other forms of payments for all departments, institutions and agencies of the state. This rule, unless otherwise noted, is to set as the standard that vendors of the State of Mississippi shall be paid electronically and shall be provided the supporting remittance detail by electronic means.
- B. This rule is a means for reducing the costs to produce paper warrants and remittance advices. The State has documented significant savings in the move to electronic payment and remittance. The State avoids the costs associated with printing, sorting, distributing, copying, and mailing warrants. Additionally, the State has determined that there are reduced opportunities for fraud and lost payments under this means of payment and remittance.
- C. Vendors benefit by receiving notification of pending deposits of funds and have options for interfacing the remittance data from the State into their accounts receivable systems.

II. Definitions.

- A. ACH: Automated Clearing House. Affiliated with the U.S. Treasury and the Federal Reserve System and used as the conduit for electronic payments and collections.
- B. EFT: Electronic Funds Transfer. Electronic Funds Transfer (EFT) provides for electronic payments and collections. EFT is safe, secure, efficient, and less expensive than paper check payments and collections. Issuance costs for EFT payments are approximately 80% less than the cost to issue the same payment on a paper warrant. EFT transactions use the ACH network associated with the Federal Reserve System.
 - 1. The State of Mississippi uses "standard EFT" for transferring funds to employee bank accounts for direct deposit of payroll payments and for some transfers to checking accounts of State agencies.
 - 2. The State uses expanded EFT in the transfer of funds and remittance information using PayMode™. The State has established PayMode™ as the default payment method for those payments and transfers requiring supporting remittance information.
- C. E-payment vehicle: Tool that captures the payment and remittance information and pushes it electronically to the designated vendor from the source system (SAAS or SPAI-IRS). The ACH is used to move the funds while a proprietary system is used to provide access to supporting remittance data and notification of the availability of funds to the State's vendors.
- D. Existing Agreements: Individual agreements in place for the acceptance of electronic

payments prior to the implementation of this policy.

- E. PayMode™: A Bank of America product, PayMode™ is the State's present e-payment vehicle.
- F. SAAS: Statewide Automated Accounting System.
- G. SPAHRS: Statewide Payroll and Human Resource System.
- H. Vendor payments: Payments initiated and approved by State Agencies for various goods and services or as used to transfer funds to other governing authorities such as school districts, cities, and counties.

III. Requirements for Transitioning to E-payment Vehicle

- A. All existing vendors presently set up for payment through standard EFT, unless otherwise approved as an exemption, must be enrolled in PayMode™ not later than April 1, 2006.
- B. All vendors established as new vendors in the State Automated Accounting System (SAAS) as of April 1, 2006 must be established for e-payment and remittance via PayMode™.
- C. All remaining SAAS and SPAHRS vendors, unless specifically exempted, must convert to PayMode™ by July 1, 2006.
- D. To register for PayMode™, vendors should go to the Bank of America's™ enrollment website at <http://w-vvw.bankofamerica.com/paymode/ms>.
 - 1. Vendor must have a valid email address in order to enroll with PayMode™. This email address can be obtained through one of the free email services such as Yahoo or Hotmail.
 - 2. Vendor must have access to a computer. As computers are generally accessible in all businesses as well as in Public Libraries or other public forums, no exemption will be granted for having only limited or no access to a computer.
 - 3. Vendor may request assistance in enrolling with the State's e-payment service provider by contacting mash@dfa.state.ms.us or by calling MASH at (601) 359-1343.

IV. Exemptions

- A. The following are exempt from this rule:
 - 1. State employees as defined in §25-9-107;
 - 2. Contract workers-note that Independent Contractors are ~~not~~ exempt from this rule;
 - 3. Vendors specifically approved for "one of" payments using the specific vendor number designated for that purpose by the Office of Fiscal Management;
 - 4. Right-of-Way acquisition payments made by the Mississippi Department of Transportation;

5. Debt service payments made by the Office of the State Treasurer;
6. Tax payments to the IRS (standard EFT);
7. Tax payments to the Mississippi State Tax Commission (standard EFT);
8. Transfers to the Public Employees Retirement System of Mississippi (standard EFT);
9. Transfers to the Mississippi Deferred Compensation and Trust/SBA (standard EFT);
10. Vendors who apply for exemption and are approved by DFA.

B. To apply for exemption, the vendor must submit a written application to:

Director, Office of Fiscal Management
Department of Finance and Administration
501 North West Street, Suite 1101B
Jackson, Mississippi 39201

C. Application must detail the following:

1. Reason(s) exemption requested. This must be a narrative explanation of the reason for the request;
2. Documentation of supporting cost and legal issues associated with the request for the exemption.

D. DFA will issue a written determination within 10 business days of the receipt of the exemption request. The written determination of DFA will be considered the final determination.

EXHIBIT-D**SAMPLE SERVICE AGREEMENT
PROFESSIONAL MOBILE ULTRASOUND SERVICES
MISSISSIPPI STATE HOSPITAL**

This agreement, made and entered into this ____ day of _____, 2015, between Mississippi State Hospital (MSH), hereinafter referred to as "Hospital" and Smith Ultrasound Group, hereinafter referred to as "Vendor". This contract shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance agrees hereof, to provide to Hospital, and Hospital, by its acceptance hereof, agrees to accept from Vendor, the services listed in Schedule - A, which is attached hereto and incorporated herein.

For good and valuable consideration, the parties agree:

1. The Vendor shall perform in a good and workmanlike manner all services necessary to provide professional mobile ultrasound services and documentation in accordance with the requirements/specifications as described in Schedule- A and all attachments and schedules for the Mississippi State Hospital.

2. That the contract consists of this Agreement, the service requirements attachment, attached as Schedule- "A", and the Response Offer by Smith Ultrasound Group, dated 4/19/2015, herein referred to as "Bid" and attached as Schedule- "B". Any ambiguities, conflicts or questions of interpretation of this Contract shall be resolved by first reference to this Agreement and, if still unresolved, by reference to Schedule-A, and if still unresolved, by reference to the Bid. Omission of any term or obligation from this Agreement or attached Schedules A or B shall not be deemed an omission from this Contract if such term or obligation is provided for elsewhere in this Contract.

3. That the effective date of this agreement shall be 7/1/2015 and the duration of this agreement shall be no later than 6/30/2019 with the option to renew contract for one additional one (1) year term, allowing for a price increase annually on the anniversary date based on the percentage of change in the Consumer Price Index (CPI) (showing data for the previous February of that same year) for all urban consumers as published by the US Bureau of Labor, not to exceed 3%. Either party may terminate this agreement, with cause, by giving ninety (90) days prior written notice.

4. In consideration of services provided the Hospital agrees to pay to the Vendor the specific sums listed in Schedule - B for the services specified in Schedule - A and in no event, however, will the compensation paid to vendor be more than the specific sums listed in Schedule-B. Vendor shall submit an invoice and statement of services rendered at the end of each month in a timely manner. Hospital agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, et. seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by Hospital within forty-five days of

the date the invoice is received and the services or goods are inspected and accepted as satisfactory. The parties understand and agree that the Hospital is exempt from the payment of taxes. The parties understand that all payments, partial and full, will become due at the end of each month after services have been performed.

5. The Vendor shall, at all times, be regarded as and shall be legally considered an Independent Contractor and shall at no time act as an agent of the Hospital. Nothing contained herein shall be deemed or construed by the Hospital, the Vendor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the Hospital and the Vendor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Hospital or the Vendor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of the Hospital and the Vendor. Vendor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the Hospital. Neither the Vendor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Hospital; and the Hospital shall be at no time legally responsible for any negligence or other wrongdoing by the Vendor, its servants, agents, or employees. The Hospital shall not withhold from the contract payments to the Vendor any federal or State of Mississippi unemployment taxes, federal or State of Mississippi income taxes, Social Security tax, or any other amounts for benefits to the Vendor. Further, the Hospital shall not provide to the Vendor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Hospital for its employees.

6. The Vendor warrants that it is a validly organized business with valid authority to enter into this agreement; that it is qualified to do business and in good standing in the State of Mississippi; that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

7. If any term or provision of this agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by court of competent jurisdiction, the remainder of this agreement shall be valid and enforceable to the fullest extent permitted by law.

8. The Vendor shall give Hospital prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation.

9. The Vendor shall maintain such financial records and other records as may be prescribed by the Hospital or by applicable federal and state laws, rules, and regulations. Vendor shall retain these records for a period of three (3) years after final payment, or until they are audited by the Hospital, whichever event occurs first. These records shall be made available during the term

of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

10. The Vendor agrees that Hospital shall determine the disposition of, the title to and the rights under any copyright by Vendor or employees on copyrightable material first produced or composed under this agreement. Further, Vendor hereby grants to Hospital a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Vendor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Vendor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

11. If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the agreement.

12. This agreement may be terminated for convenience as follows:

- A. The Hospital Director may, when the interests of the Hospital so require, terminate this contract in whole or part, for the convenience of the Hospital. The Hospital Director shall give written notice of the termination to the Vendor specifying the part of the contract terminated and when termination becomes effective.
- B. The Vendor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Vendor will stop work to the extent specified. The Vendor shall also terminate outstanding orders and subcontracts and orders connected with the terminated work. The Hospital Director may direct the Vendor to assign Vendor's rights, title, and interest under terminated orders or subcontracts to the Hospital. The Vendor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

13. This agreement may be terminated for default as follows:

- A. If the Vendor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Hospital Director may notify the Vendor in writing of the delay or nonperformance and if not cured in twenty (20) days or any longer time specified in writing by the Hospital

Director, such Director may terminate the Vendor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Hospital Director may procure similar supplies or services in a manner and upon terms deemed appropriate by the Hospital Director. The Vendor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods and services.

B. Notwithstanding termination of the contract and subject to any directions from the Hospital Director, the Vendor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Vendor in which the Hospital has an interest.

C. Payment for completed services delivered and accepted by the Hospital shall be at the contract price. The Hospital may withhold from amounts due the Vendor such sums as the Hospital Director deems to be necessary to protect the Hospital against loss because of outstanding liens or claims of former lien holders and to reimburse the Hospital for the excess costs incurred in procuring similar goods and services.

D. Except with respect to defaults of Subcontractors, the Vendor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Vendor to make progress in the prosecution of the work hereunder which endangers such performance) if the Vendor has notified the Hospital Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a Subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Vendor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit the Vendor to meet the contract requirements.

Upon request of the Vendor, the Hospital Director shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Vendor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the Hospital under the clause entitled in fixed-price contracts, "Termination for Convenience-Paragraph 12," in cost-reimbursement contracts, "Termination". As used in this Paragraph of this clause, the term "Subcontractor" means Subcontractor at any tier.

E. If, after notice of termination of the Vendor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in

default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (D) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Hospital, be the same as if the notice of termination had been issued pursuant to such clause.

F. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

14. That notwithstanding any other provisions of this agreement between the parties, all activities and performances of the parties with respect to the equipment, or services herein shall be subject to all applicable laws, regulations, policies and procedures of the United States of America, or any agency thereof, the State of Mississippi or any agency thereof, or any local governments or political subdivisions, as now existing and as may be amended or modified, as well as in accordance with the standards of the Joint Commission (JC), that may affect the performance of services hereunder.

15. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or State of Mississippi revision of any applicable laws or regulations make changes in this agreement necessary.

16. This agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the state. The Vendor shall comply with applicable federal and State of Mississippi laws, local laws and regulations.

17. All notices required or permitted to be given under this agreement must be in writing and sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other of any change of address.

For the Vendor: Mr. David Smith, President/CEO, Smith Ultrasound Group, 9001 Cooley Drive, Woodville, MS 39991

For the Hospital: Mr. James Chastain, Director, Mississippi State Hospital, Building 21, P.O. Box 1, Whitfield MS 39193

18. Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this agreement.

19. It is expressly understood and agreed that the obligation of the Hospital to proceed under this agreement is conditioned upon the appropriation of funds by the State of Mississippi Legislature and the receipt of State of Mississippi and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are at any time not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Hospital, the Hospital shall have the right upon ten (10) working days written notice to the Vendor, to terminate this agreement without damage, penalty, cost or expense to the Hospital of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

20. The Vendor acknowledges that it was selected by the Hospital to perform the services required hereunder based, in part, upon the Vendor's special skills and expertise. The Vendor shall not assign, subcontract or otherwise transfer this agreement in whole or in part without the prior written consent of the Hospital, which the Hospital may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the Hospital of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the Hospital in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the Hospital may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

21. The Vendor understands that the Hospital is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal laws, State of Mississippi laws, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

22. Upon the termination of this agreement, Vendor will at its expense, on that date agreed upon by the parties, crate, insure and ship any vendor owned equipment, covered under this agreement, to a destination designated by the Vendor.

23. The Vendor represents that it has not retained a person to solicit or secure a Hospital contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Vendor's bid or proposal.

24. The Vendor certifies that the prices submitted in response to the solicitation have been arrived at independently and without - for the purpose of restricting competition - any consultation, communication, or agreement with any other offeror or competitor relating to those

prices, the intention to submit a proposal, or the methods or factors used to calculate prices.

25. The bidder, offeror, or Vendor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

26. The contract shall be governed by the applicable provisions of the Mississippi Personal Service Contract Review Board Rules and Regulations, a copy of which is available at 210 East Capitol, Suite-800, Jackson, MS 39201, for inspection, or downloadable at WWW.mspb.ms.gov.

27. The Hospital Director or designated Procurement Officer, may, by written order to the contractor at any time, and without notice to any surety, require the Vendor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Vendor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Vendor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Hospital Director or Procurement Officer shall either:

A. Order to Stop Work.

- (1.) cancel the stop work order; or
- (2.) terminate the work covered by such order as provided in the 'Termination for Default Clause' (paragraph 13) or the 'Termination for Convenience Clause' (paragraph 12) of this contract.

B. Cancellation or Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Vendor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Vendor price, or both, and the contract shall be modified in writing accordingly, if:

- (1) the stop work order results in an increase in the time required for, or in the Vendor's cost properly allocable to, the performance of any part of this contract; and
- (2) the Vendor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Hospital Director or Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

C. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

D. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause (paragraph 28) of this

contract.

28. Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:

- A. by agreement on a fixed price adjustment before commencement of the additional performance;
- B. by unit prices specified in the contract;
- C. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or
- D. price escalation clause.

The Vendor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the Mississippi Personal Service Contract Procurement Regulations.

29. This agreement, including all contract documents, represents the entire integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the Hospital and Vendor. Vendor acknowledges that it has thoroughly read all documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the Hospital or Vendor on the basis of draftsmanship or preparation hereof.

30. Subject to other terms and conditions of this agreement, in the event the Vendor defaults in any obligations under this agreement, the Vendor shall pay to the Hospital all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the Hospital in enforcing this agreement or otherwise reasonably related thereto. The Hospital, after due oral or written notice, may procure the services from other sources and hold Vendor responsible for any resulting additional purchase and administrative costs. Vendor agrees that under no circumstances shall the Hospital be obligated to pay any attorney's fees or costs of legal action to the Vendor.

31. To the fullest extent allowed by law, the Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Hospital, its Commissioners, Board Members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Vendor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the Hospital's sole discretion, the Vendor may be allowed to control the defense of any such claim, suit, etc. In the event the Vendor defends said claim, suit, etc., the Vendor shall use legal counsel acceptable to the Hospital; The Vendor shall be solely responsible for all costs and/or expenses associated with such

defense, and the Hospital shall be entitled to participate in said defense. The Vendor shall not settle any claim, suit, etc. without the Hospital's concurrence, which the Hospital shall not unreasonably withhold.

32. If, at any time during the contract term, the service performed or work done by the Vendor is considered by the Hospital to create a condition that threatens the health, safety, or welfare of the patients and/or employees of the Hospital, the Vendor shall, on being notified by the Hospital, immediately correct such deficient service or work. In the event the Vendor fails, after notice, to correct the deficient service or work immediately, the Hospital shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Vendor.

33. Confidential information shall mean (a) health records/medical records, materials, documents, data, and other information which the Hospital has designated as proprietary and confidential, and (b) all data and information which the Vendor acquires as a result of its contact with and efforts on behalf of the Hospital and any other information designated in writing as confidential by the State of Mississippi. Each party to this agreement agrees to protect all confidential information provided by one party to the other; to treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or Federal law, and, except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission, and to do so by using those methods and procedures normally used to protect the party's own confidential information. Any liability resulting from the wrongful disclosure of confidential information on the part of the Vendor or its Subcontractor shall rest with the Vendor. Disclosure of any confidential information by the Vendor or its Subcontractor without the express written approval of Hospital, shall result in the immediate termination of this agreement.

34. Any reference in the contract to "Mississippi State Hospital" or "MSH" or "State" is considered to be the same reference as "Hospital", as stated online two (2) of page one (1) of the contract.

35. Vendor agrees to comply with the Administrative Simplifications provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.

36. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least twelve (12) months after this agreement terminates unless mutually agreed to in writing by the Hospital and the Vendor.

37. Payments by State of Mississippi agencies using the Statewide Automated Accounting

System (SAAS) shall be made and remittance information provided electronically as directed by the State of Mississippi. These payments shall be deposited into the bank account of the Contractor's choice. The State of Mississippi may, at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. Contractor understands and agrees that the State of Mississippi is exempt from the payment of taxes. All payments shall be in United States currency.

38. If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. 71-11-1 et seq. (1972, as amended). The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit to do business in the State.

39. Contractor agrees to accept all payments in United States Currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. 31-7-305 (1972, as amended).

40. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. 25-61-1 et seq. (1972, as amended) and Miss. Code Ann. 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss Code Alm. 27-104-151 et seq. (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by the Contractor as trade secrets,

or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

41. This agreement consists of eleven (11) pages plus attachments. The original will be retained by the Hospital. A copy of the original shall have the same force and effect as the original for all purposes. To express the parties' intent to be bound by the terms of this agreement, they have executed this document on the dates set forth below.

Smith Ultrasound Group

Authorized Signature

Printed _____

Mississippi State Hospital

Authorized Signature

Printed _____

REFERENCE PAGE- EXHIBIT E

COMPANY NAME	CONTACT PERSON	TELEPHONE	DATE OF LAST SERVICE/SALE

YEARS IN BUSINESS

Indicate the length of time you have been in business providing the services requested in this invitation for bid: _____ Years and _____ Months

EXHIBIT F

CERTIFICATIONS AND ASSURANCES

1/We make the following certifications and assurances as a required element of the bid to which it is attached, understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

01. Representation Regarding Contingent Fees. The bidder represents that it **has/has not (Circle correct response)** retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, or contingent fee, except as disclosed in the contractor's bid.
02. Representation Regarding Gratuities. The bidder, or contractor represents that it **has/has not (Circle correct response)** violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.
03. Certification of Independent Price Determination. The bidder certifies that the prices submitted in response to the solicitation **have/have not (Circle correct response)** been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.
04. Prospective Contractor's Representation Regarding Contingent Fees. The prospective bidder represents as a part of such contractor's bid that such contractor **has/has not (Circle correct response)** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
05. Certification of Non-Debarment By submitting a bid, the bidder certifies that it **is/is not (Circle correct response)** currently debarred from submitting offers for contracts issued by an political subdivision or agency of Mississippi and that it is not an agent of a person or entity that is currently debarred form submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

Signature of Bidder

Title

Date

EXHIBIT G

BID ACKNOWLEDGEMENT AND AUTHORIZATION FORM
FOR PROPOSED AGREEMENT ON MSH PROFESSIONAL MOBILE ULTRASOUND SERVICES

1. The undersigned hereby acknowledges that he/she has read and understands the specifications, requirements, and proposed agreement regarding the professional mobile ultrasound services issued by Mississippi State Hospital (MSH). He/she further acknowledges that the bidder's proposed services fully meet or exceed those as specified in MSH Invitation For Bid (IFB) for professional mobile ultrasound services dated **March 6, 2015**. Additionally, the bidder agrees that all of its bid documents and responses to the aforementioned Invitation For Bid will, at the option of MSH, become a legally binding and essential portion of the final contract between the bidder and MSH.
2. The undersigned hereby agrees that all information contained in this Invitation For Bid is "Confidential and Proprietary Information," and agrees that it will not permit the duplication, use or disclosure of any such Confidential and Proprietary Information to any person {other than its own employees who must have such information for the performance of obligations thereunder by legal means), without authorization in writing by an authorized Project Officer of MSH.
3. By signing below, the undersigned acknowledges that he/she is a duly authorized agent of the company listed below and, as such, agrees to all above terms and conditions of the IFB for professional mobile ultrasound services in whole, with exception of those noted as required and with exception of those amendments as acknowledged in writing to bidder and signed by a duly authorized agent of MSH.

Company Name: _____ Name

of Authorized Agent (Printed): _____ Signature of

Authorized _____

NOTE: IT IS MANDATORY THAT THIS FORM BE SIGNED AND RETURNED WITH BID